



**Order under Subsection 87(1) / 135 / 31
Residential Tenancies Act, 2006**

Citation: Ding v Zhu, 2025 ONLTB 40363

Date: 2026-01-07

File Number: LTB-L-020100-25 and LTB-T-017725-25 and LTB-T-017727-25

In the matter of: 1106, 30 NELSON ST
TORONTO ON M5V0H5

Between: Yuping Ding
Hong Liu
Landlords

And

Yong Hui Zhu
Tenant

L9 Application – Arrears of Rent

Yuping Ding and Hong Liu (the 'Landlords') applied for an order requiring Yong Hui Zhu (the 'Tenant') to pay the rent that the Tenant owes. The Landlords also claimed charges related to NSF cheques. (LTB-L-020100-25)

T1 and T2 Application – Illegal Charge Collected and Substantial Interference and Harassment

Yong Hui Zhu (the 'Tenant') applied for an order determining that Yuping Ding and Hong Liu (the 'Landlord') because:

- Collected or retained money illegally; (LTB-T-017725-25)
- Substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household; and,
- Harassed, obstructed, coerced, threatened or interfered with the Tenant. (LTB-T-017727-25)

These applications were heard by videoconference on May 21, 2025, and June 24, 2025.

The Landlords, the Landlords' Representative, Jianwei Yu, and the Tenant attended the hearing.

The hearing was adjourned, and order LTB-L-020100-25-IN was issued on May 23, 2025.

Preliminary issues:

1. The Board is mandated to ensure the most efficient use of its time and resources, therefore, application LTB-T-017727-25 was combined to be heard with applications LTB-L-020100-25 and LTB-T-017725-25 because they all relate to the same issues of rent charge and discontinued locker facility.

Determinations:

L9 Application – Arrears of Rent

2. As of the hearing date, the Tenant was still in possession of the rental unit. I considered the Tenant's testimony that he was not physically living in the unit, but I am satisfied he has lawful possession of the rental unit because his property is in the unit and he has the keys.
3. The Tenant did not pay the total rent they were required to pay for the period from March 1, 2025 to June 30, 2025.
4. The tenancy agreement identifies the lawful rent at \$2,600.00, however, the parties agreed the lawful rent charge is \$2,550.00, from June 1, 2024 to May 30, 2025, because there was a reduction of \$50.00 because the Landlord discontinued the storage facility. This was supported by email chain between the Landlord and Tenants. The parties also agree the lawful rent is \$2,500.00 as of June 1, 2025.
5. The Landlord owes the Tenant \$450.00 for the discontinued facility from June 1, 2024 to February 1, 2025 ($8 \times \$50.00 = \450.00) which gets offset against the arrears.
6. The rent arrears owing to June 30, 2025 are \$9,700.00 ($\$10,150.00 - \450.00).
7. The Landlords are entitled to \$60.00 to reimburse the Landlords for administration charges the Landlords incurred as a result of 3 postdated cheques given by or on behalf of the Tenant for the months of March, April, and May 2025, which were returned NSF.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

T1 Application

9. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the T1 application is dismissed.
10. The reduction of rent due to the discontinuance of the facility related to storage was considered under the L9 application.

11. Post dated cheques that are not cashed is not a claim under section 135 of the Act.

T2 Application

12. As explained below, the Tenant has proven on a balance of probabilities the allegations contained in the application. Therefore, the Landlords must refrain from posting any messages about the Tenant on all social media platforms.
13. The Tenant signed a two-year lease that commenced on June 1, 2024 to May 31, 2026. In the original agreement of the rental of the high-rise condo unit, a locker was included, however, on June 10, 2024, after the Tenant moved into the unit he was informed there was no locker. I'm satisfied the Landlord substantially interfered with the Tenant's rights because the Tenants did not get the storage he expected and was promised. The parties agreed to an reduction of rent and therefore further remedy is not reasonable.
14. The Tenant testified the Landlord posted negative comments about his personal and business ethics in a group chat with other business professionals. For example,
15. The Tenant said that within a few hours of the emails being sent to the Landlords to request to terminate the tenancy, one of his friends, sent him a screen shot of a message that the Landlords had posted in a WeChat social media platform, in which the Landlord warned other business professionals about the conduct of the Tenant and also asked how to handle the situation of a possible early termination of tenancy. The Tenant said he is not part of this specific chat group, but he has business dealings with many of the people in the chat group and this message has affected reputation. The following WeChat message on February 17, 2025 was submitted as evidence:

"Dear friends, if you come across this Real Estate Agent, you need to be careful. This person lacks professional ethics, and everyone should avoid the bomb! His professional ethics are terrible; everything revolves around his own interests. When renting a place, he aggressively bargained down the price I was referred by a friend and thought \$100-\$200 reduction per month was fine seeing a good deal, he immediately rented for two years and signed a contract now the market is bad, he feels he's at a loss before even reaching one year mark, he is breaking the lease, showing no sense of contract integrity, saying he'll just leave it if he doesn't want to rent anymore. He used my unit for Airbnb, but when he saw the new regulations with time restrictions and realized there was no profit to be made, he arbitrarily breaks the contract. The contract is nothing to him, no professional ethics! What should I do when encountering such an unreasonable agent? Is the contract just arbitrarily broken like this?"

16. The Tenant said that the actions of the Landlords have significantly reduced his income due to the negative comments about his professionalism and he has filed a claim in Small Claims Court for the loss. The Tenant also said he has suffered undue stress because of the Landlord's conduct. The Landlords testified that they did not know what to do about the possible early termination and due to the market, they were concerned about loss of income, so they reached out to their friend group and asked about to handle the situation. They admitted to posting the screenshot of the conversation between the Tenant and the Landlords and also included the negative commentary as a way to warn other professionals about the Tenant. They also said that shortly after this message was posted, the Tenant harassed them by sending them 20 separate emails and over 50 WeChat messages from February 17, 2025 to March 1, 2025, and requested an apology.
17. The Landlord ought to have known this behaviour, having shared private information about the Tenant on the online group chat, is unwelcomed. I find the Landlord substantially interfered with the Tenant's privacy and interests.
18. The Tenant failed to produce any evidence that this behaviour continued after February 17, 2025. The Tenant's is seeking to terminate the tenancy because of the Landlords' conduct but to terminate the tenancy is not reasonable given it was one incident.
19. The Landlords did not agree to terminate the tenancy early nor did they agree to sign an N11 Agreement to terminate the tenancy when the Tenant requested. The term of the tenancy ends on May 31, 2026, therefore the Landlords having refused the Tenant's request is not behaviour that would be considered under sections 22 and 23 of the Act, that would warrant terminating the tenancy. The Landlords were within their rights under the Act to refuse to terminate the tenancy early and this doesn't constitute substantial interference or harassment.

It is ordered that:

L9 Application:

1. The Tenant shall pay to the Landlords \$9,946.00. This amount includes rent arrears owing up to June 30, 2025 and the cost of the application and unpaid NSF charges.
2. If the Tenant does not pay the Landlords the full amount owing on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

T1 Application:

3. The Tenant's T1 application is dismissed.

T2 Application:

4. The Landlords shall stop substantially interfering with the Tenant's reasonable enjoyment of the rental unit and other lawful rights to privacy and shall not post messages about the Tenant on any public social media forum, (specifically in WeChat) or any other online group.

January 7, 2026
Date Issued

Colette Myers
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.